

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: ET1120



200703120162
Skagit County Auditor

3/12/2007 Page 1 of 6 10:49AM

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): DAVID B. TJERSLAND
GAYLE B. TJERSLAND

HUSBAND
WIFE

GRANTEE ("Lender"): KeyBank National Association
P.O. Box 16430
Boise, ID 83715

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVE SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION: *N 1/2 NE 1/4 SEC 9 T33N R3E WM*
NW 1/4 NW 1/4 SEC 10 T33N R3E WM

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P15592

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200403260022

BORROWER	
DAVID B. TJERSLAND GAYLE B. TJERSLAND	
ADDRESS	
19166 REXVILLE RD MOUNT VERNON, WA 98273	
TELEPHONE NO.	IDENTIFICATION NO.

11438939

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 16th day of February 2007, is executed by and between the parties identified above and KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144

("Lender").

A. On March 12, 2004, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of fifty thousand and 00/100 Dollars (\$ 50,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on March 28, 2004 in Book _____ at Page _____ in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

☐ The maturity date of the Note is extended to _____ at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to one hundred twenty five thousand and 00/100 dollars (\$125,000.00), an increase of seventy five thousand and 00/100 dollars (\$75,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of SKAGIT, State of Washington.

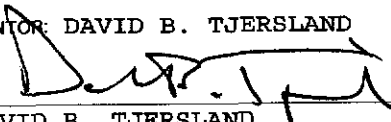
See Addendum A

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.




GRANTOR: DAVID B. TJERSLAND



DAVID B. TJERSLAND

GRANTOR: GAYLE B. TJERSLAND



GAYLE B. TJERSLAND

GRANTOR:

GRANTOR:

GRANTOR:

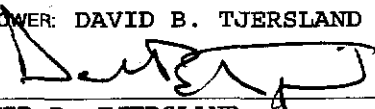
GRANTOR:

GRANTOR:


GRANTOR:



BORROWER: DAVID B. TJERSLAND


DAVID B. TJERSLAND

BORROWER: GAYLE B. TJERSLAND


GAYLE B. TJERSLAND

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

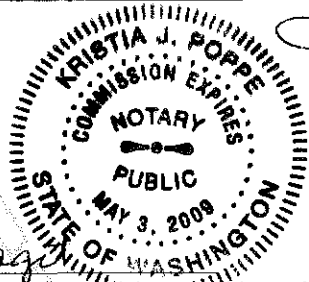
KeyBank National Association



State of Washington Skagit
County of Skagit
I certify that I know or have satisfactory evidence that David B Tjersland

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-16-2007



Kristia J Poppe
Notary Public (Print Name)

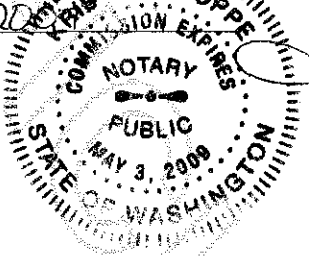
Manager
Title

My appointment expires: May 3, 2009

State of Washington Skagit
County of Skagit
I certify that I know or have satisfactory evidence that Gayle B Tjersland

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-16-2007



Kristia J Poppe
Notary Public (Print Name)

Manager
Title

My appointment expires: May 3, 2009

State of Washington
County of _____
I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Notary Public (Print Name)

Title

My appointment expires: _____

State of Washington
County of _____
I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Notary Public (Print Name)

Title

My appointment expires: _____

ACAPS # 070401204550C; ALS # 473102003396

LPWA581E © John H. Harland Co. (12/)



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Skagit County Auditor

EXHIBIT A

THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 3 EAST WILLAMETTE MERIDIAN, LYING EASTERLY OF THE NORTH FORK ROAD, AS CONVEYED TO SKAGIT COUNTY BY DEED DATED JUNE 19, 1957, RECORDED JULY 16, 1957 IN VOLUME 288 OF DEEDS AT PAGE 140 UNDER AUDITOR'S FILE NO. 553763, EXCEPT ROADS.

ALSO THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 3 EAST WILLAMETTE MERIDIAN, LYING WESTERLY OF THE SLOUGH NOW USED AS A DRAINAGE DITCH, EXCEPT ROADS.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

PTN N 1/2 NE 1/4 SEC 9 T33N R3E WM VOL 288 PG 140 A'S 553763

PTN NW 1/4 NW 1/4 SEC 10 T33N R3E WM

Permanent Parcel Number: P15592
DAVID B. TJERSLAND

19166 REXVILLE ROAD, MOUNT VERNON WA 98273
Loan Reference Number : 17952203/070401204550C
First American Order No: 11438939
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 TJERSLAND
11438939 WA
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT



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Skagit County Auditor